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|--|------------------------------------|--------------------------|--|---|---|---|------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER | | PAGE 1 OF 76 | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER W81XWH-10-R-0141 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME PAMELA NEVELS | | b. TELEPHONE NUMBER (No Collect Calls) 301-619-8802 | | 6. SOLICITATION ISSUE DATE 14-Sep-2010 | |
| 9. ISSUED BY USA MED RESEARCH ACQ ACTIVITY 820 CHANDLER ST FORT DETRICK MD 21702-5014 TEL: FAX: | | CODE W81XWH | | 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input checked="" type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$25M NAICS: 541511 | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP | |
| 15. DELIVER TO SEE SCHEDULE | | CODE | | 16. ADMINISTERED BY | | CODE | |
| 17a. CONTRACTOR/OFFEROR TEL. | | CODE | | 18a. PAYMENT WILL BE MADE BY | | CODE | |
| FACILITY CODE | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/> | | | | 29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | 31c. DATE SIGNED | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL: | | | |

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED) | | | | PAGE 2 OF 76 | |
|---|------------------------------------|---------------------------------|---|---|------------------|
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____ | | | | | |
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| | | | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 33. SHIP NUMBER | | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT | 37. CHECK NUMBER |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | |
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY | | | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | 42a. RECEIVED BY <i>(Print)</i> | | | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 41c. DATE | 42b. RECEIVED AT <i>(Location)</i> | | |
| | | | 42c. DATE REC'D <i>(YY/MM/DD)</i> | 42d. TOTAL CONTAINERS | |

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 0001 | mCare Cell Phone Application Support FFP mCare 10,000 user Server License Upgrade from 3.5 to 4.0 and maintenance support for 10,000 user license. Includes automatic version upgrades and troubleshooting. FOB: Destination | 12 | Months | | |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 0002 | mCare Cell Phone Application Support FFP mCare 10,000 user Cell phone License- Upgrade from 3.5 to 4.0 and maintenance support to include automatic version upgrades and troubleshooting. FOB: Destination | 12 | Months | | |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------|
| 0003 | mCare Cell Phone (Wallet) FFP Application Branding for Tier 1 Carriers for 10,000 user Cell Phone Liscense FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0004 | mCare Secure SMS Application FFP Purchase of 1000 user liscense FOB: Destination | 1,000 | Each | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 0005 | mCare Secure SMS Application FFP Branding for Tier 1 Carriers FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 0006 | mCare Enhancement Services FFP Enhancements for Cell Phone (wallet) GUI FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|--------|------------|--------|
| 0007 OPTION | mCare Enhancement Services FFP Enhancements for Cell Phone (wallet) GUI FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 0008 OPTION | Expanded Device Purchase Plan FFP 10 new Devices for Tier 1 Carriers FOB: Destination | 10 | Each | | |
| | | | | | <hr/> |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0009 | Expanded Device Purchase Plan FFP 10 new Devices for Tier 2 Carriers FOB: Destination | 10 | Each | | |
| | | | | | <hr/> |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0010 | mCare Training Services FFP 5 Day System Overview Course FOB: Destination | 1 | Each | | |
| | | | | | <hr/> |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0011 | mCare Training Serivces FFP 4 Day System Troubleshooting Course FOB: Destination | 1 | Each | | |
| | | | | | <hr/> |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------|
| 0012 | mCare Support Services FFP Data Plan Reimbursement FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 0013 | mCare Support Services FFP Device Anywhere Account Access FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 0014 | mCare Support Services FFP Consulting Services. 150 hours per year. FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0015 | Contractor Manpower Reporting FFP All costs associated with Contractor Manpower reporting (CMR) requirement. See "Contractor Manpower Reporting(CMR)-(Accounting for Contract Services) (Oct 2007) (USAMRAA) in clauses incorporated by full text. FOB: Destination | 1 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 0016 OPTION | Option for Additional Training FFP See CLIN 0010 above. FOB: Destination | 1 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 0017 OPTION | Option for Additional Training FFP See CLIN 0010 above. FOB: Destination | 1 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 1001 | mCare Cell Phone Application Support FFP mCare 10,000 user Server License Upgrade from 3.5 to 4.0 and maintenance support for 10,000 user license. Includes automatic version upgrades and torubleshooting. FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 1002 | mCare Cell Phone Application Support FFP mCare 10,000 user Cell phone License- Upgrade from 3.5 to 4.0 and maintenance support to include automatic version upgrades and troubleshooting. FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------|
| 1003 | mCare Cell Phone (Wallet) FFP Application Branding for Tier 1 Carriers for 10,000 user Cell Phone Liscense FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 1004 | mCare Secure SMS Application FFP Maintenance/Support for 1000 user Liscense FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 1005 | mCare Enhancement Services FFP Enhancements for Cell Phone (wallet) GUI FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 1006 | | 10 | Each | | |
| OPTION | Expanded Device Purchase Plan FFP 10 new Devices for Tier 1 Carriers FOB: Destination | | | | |
| | | | | | <hr/> |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 1007 | | 10 | Each | | |
| | Expanded Device Purchase Plan FFP 10 new Devices for Tier 2 Carriers FOB: Destination | | | | |
| | | | | | <hr/> |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 1008 | | | | | |
| | mCare Training Services FFP 5 Day System Overview Course FOB: Destination | | | | |
| | | | | | <hr/> |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 1009 | mCare Training Serivces FFP 4 Day System Troubleshooting Course FOB: Destination | | | | |
| | | | | | <hr/> |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------|
| 1010 | mCare Support Services FFP Data Plan Reimbursement FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 1011 | mCare Support Services FFP Device Anywhere Account Access FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 1012 | mCare Support Services FFP Consulting Services. 150 hours per year. FOB: Destination | 12 | Months | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 1013 | Contractor Manpower Reporting FFP All costs associated with Contractor Manpower reporting (CMR) requirement. See "Contractor Manpower Reporting(CMR)-(Accounting for Contract Services) (Oct 2007) (USAMRAA) in clauses incorporated by full text. FOB: Destination | 1 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 1014 | Contractor Manpower Reporting FFP All costs associated with Contractor Manpower reporting (CMR) requirement. See "Contractor Manpower Reporting(CMR)-(Accounting for Contract Services) (Oct 2007) (USAMRAA) in clauses incorporated by full text. FOB: Destination | 1 | Each | | |

 NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 1015 OPTION | Option for Additional Training FFP See CLIN 0011 above FOB: Destination | 1 | Each | | |

 NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 2001 | mCare Cell Phone Application Support FFP mCare 10,000 user Server License Upgrade from 3.5 to 4.0 and maintenance support for 10,000 user license. Includes automatic version upgrades and torubleshooting. FOB: Destination | 12 | Months | | |

 NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------|
| 2002 | mCare Cell Phone Application Support FFP mCare 10,000 user Cell phone License- Upgrade from 3.5 to 4.0 and maintenance support to include automatic version upgrades and troubleshooting. FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------|
| 2003 | mCare Cell Phone (Wallet) FFP Application Branding for Tier 1 Carriers for 10,000 user Cell Phone Liscense FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 2004 | mCare Secure SMS Application FFP Maintenance/Support for 1000 user Liscense FOB: Destination | 12 | Months | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 2005 | mCare Enhancement Services FFP Enhancements for Cell Phone (wallet) GUI FOB: Destination | 12 | Months | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 2006 OPTION | Expanded Device Purchase Plan FFP 10 new Devices for Tier 1 Carriers FOB: Destination | 10 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 2007 | Expanded Device Purchase Plan FFP 10 new Devices for Tier 2 Carriers FOB: Destination | 10 | Each | | |
| | | | | | <hr/> |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 2008 | mCare Training Services FFP 5 Day System Overview Course FOB: Destination | | | | |
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| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 2009 | mCare Training Serivces FFP 4 Day System Troubleshooting Course FOB: Destination | | | | |
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| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------|
| 2010 | mCare Support Services FFP Data Plan Reimbursement FOB: Destination | 12 | Months | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 2011 | mCare Support Services FFP Device Anywhere Account Access FOB: Destination | 12 | Months | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 2012 | mCare Support Services FFP Consulting Services. 150 hours per year. FOB: Destination | 12 | Months | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 2013 | Contractor Manpower Reporting FFP All costs associated with Contractor Manpower reporting (CMR) requirement. See "Contractor Manpower Reporting(CMR)-(Accounting for Contract Services) (Oct 2007) (USAMRAA) in clauses incorporated by full text. FOB: Destination | 1 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 2014 OPTION | Option for Additional Training FFP See CLIN 0010 above. FOB: Destination | 1 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 2015 OPTION | Option for Additional Training FFP See CLIN 0011 above FOB: Destination | 1 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 3001 | mCare Cell Phone Application Support FFP mCare 10,000 user Server License Upgrade from 3.5 to 4.0 and maintenance support for 10,000 user license. Includes automatic version upgrades and torubleshooting. FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 3002 | mCare Cell Phone Application Support FFP mCare 10,000 user Cell phone License- Upgrade from 3.5 to 4.0 and maintenance support to include automatic version upgrades and troubleshooting. FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------|
| 3003 | mCare Cell Phone (Wallet) FFP Application Branding for Teir 1 Carriers for 10,000 user Cell Phone Liscense FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 3004 | mCare Secure SMS Application FFP Maintenance/Support for 1000 user Liscense FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 3005 | mCare Enhancement Services FFP Enhancements for Cell Phone (wallet) GUI FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 3006 | | 10 | Each | | |
| OPTION | Expanded Device Purchase Plan FFP 10 new Devices for Tier 1 Carriers FOB: Destination | | | | |
| | | | | | <hr/> |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 3007 | | 10 | Each | | |
| | Expanded Device Purchase Plan FFP 10 new Devices for Tier 2 Carriers FOB: Destination | | | | |
| | | | | | <hr/> |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 3008 | | | | | |
| | mCare Training Services FFP 5 Day System Overview Course FOB: Destination | | | | |
| | | | | | <hr/> |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 3009 | mCare Training Serivces FFP 4 Day System Troubleshooting Course FOB: Destination | | | | |
| | | | | | <hr/> |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------|
| 3010 | mCare Support Services FFP Data Plan Reimbursement FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 3011 | mCare Support Services FFP Device Anywhere Account Access FOB: Destination | 12 | Months | | |
| | | | | | <hr/> |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 3012 | mCare Support Services FFP Consulting Services. 150 hours per year. FOB: Destination | 12 | Months | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 3013 | Contractor Manpower Reporting FFP All costs associated with Contractor Manpower reporting (CMR) requirement. See "Contractor Manpower Reporting(CMR)-(Accounting for Contract Services) (Oct 2007) (USAMRAA) in clauses incorporated by full text. FOB: Destination | 1 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 3014 OPTION | Option for Additional Training FFP See CLIN 0010 above. FOB: Destination | 1 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 3015 | | 1 | Each | | |
| OPTION | Option for Additional Training FFP See CLIN 0011 above FOB: Destination | | | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 4001 | | 12 | Months | | |
| | mCare Cell Phone Application Support FFP mCare 10,000 user Server License Upgrade from 3.5 to 4.0 and maintenance support for 10,000 user license. Includes automatic version upgrades and troubleshooting. FOB: Destination | | | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 4002 | mCare Cell Phone Application Support FFP mCare 10,000 user Cell phone License- Upgrade from 3.5 to 4.0 and maintenance support to include automatic version upgrades and troubleshooting. FOB: Destination | 12 | Months | | |

 NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------|
| 4003 | mCare Cell Phone (Wallet) FFP Application Branding for Tier 1 Carriers for 10,000 user Cell Phone Liscense FOB: Destination | 12 | Months | | |

 NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 4004 | mCare Secure SMS Application FFP Maintenance/Support for 1000 user Liscense FOB: Destination | 12 | Months | | |

 NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 4005 | mCare Enhancement Services FFP Enhancements for Cell Phone (wallet) GUI FOB: Destination | 12 | Months | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 4006 OPTION | Expanded Device Purchase Plan FFP 10 new Devices for Tier 1 Carriers FOB: Destination | 10 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 4007 | Expanded Device Purchase Plan FFP 10 new Devices for Tier 2 Carriers FOB: Destination | 10 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 4008 | mCare Training Services FFP 5 Day System Overview Course FOB: Destination | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 4009 | mCare Training Services FFP 4 Day System Troubleshooting Course FOB: Destination | | | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------|
| 4010 | mCare Support Services FFP Data Plan Reimbursement FOB: Destination | 12 | Months | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 4011 | mCare Support Services FFP Device Anywhere Account Access FOB: Destination | 12 | Months | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 4012 | mCare Support Services FFP Consulting Services. 150 hours per year. FOB: Destination | 12 | Months | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 4013 | Contractor Manpower Reporting FFP All costs associated with Contractor Manpower reporting (CMR) requirement. See "Contractor Manpower Reporting(CMR)-(Accounting for Contract Services) (Oct 2007) (USAMRAA) in clauses incorporated by full text. FOB: Destination | 1 | Each | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 4014 OPTION | Option for Additional Training FFP See CLIN 0010 above. FOB: Destination | 1 | Each | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 4015 OPTION | Option for Additional Training FFP See CLIN 0011 above FOB: Destination | 1 | Each | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|------------|------------|-----------|------------|
| 0001 | N/A | N/A | N/A | Government |
| 0002 | N/A | N/A | N/A | Government |
| 0003 | N/A | N/A | N/A | Government |
| 0004 | N/A | N/A | N/A | Government |
| 0005 | N/A | N/A | N/A | Government |
| 0006 | N/A | N/A | N/A | Government |
| 0007 | N/A | N/A | N/A | Government |

| | | | | |
|------|-----|-----|-----|------------|
| 0008 | N/A | N/A | N/A | Government |
| 0009 | N/A | N/A | N/A | Government |
| 0010 | N/A | N/A | N/A | Government |
| 0011 | N/A | N/A | N/A | Government |
| 0012 | N/A | N/A | N/A | Government |
| 0013 | N/A | N/A | N/A | Government |
| 0014 | N/A | N/A | N/A | Government |
| 0015 | N/A | N/A | N/A | Government |
| 0016 | N/A | N/A | N/A | Government |
| 0017 | N/A | N/A | N/A | Government |
| 1001 | N/A | N/A | N/A | Government |
| 1002 | N/A | N/A | N/A | Government |
| 1003 | N/A | N/A | N/A | Government |
| 1004 | N/A | N/A | N/A | Government |
| 1005 | N/A | N/A | N/A | Government |
| 1006 | N/A | N/A | N/A | Government |
| 1007 | N/A | N/A | N/A | Government |
| 1008 | N/A | N/A | N/A | Government |
| 1009 | N/A | N/A | N/A | Government |
| 1010 | N/A | N/A | N/A | Government |
| 1011 | N/A | N/A | N/A | Government |
| 1012 | N/A | N/A | N/A | Government |
| 1013 | N/A | N/A | N/A | Government |
| 1014 | N/A | N/A | N/A | Government |
| 1015 | N/A | N/A | N/A | Government |
| 2001 | N/A | N/A | N/A | Government |
| 2002 | N/A | N/A | N/A | Government |
| 2003 | N/A | N/A | N/A | Government |
| 2004 | N/A | N/A | N/A | Government |
| 2005 | N/A | N/A | N/A | Government |
| 2006 | N/A | N/A | N/A | Government |
| 2007 | N/A | N/A | N/A | Government |
| 2008 | N/A | N/A | N/A | Government |
| 2009 | N/A | N/A | N/A | Government |
| 2010 | N/A | N/A | N/A | Government |
| 2011 | N/A | N/A | N/A | Government |
| 2012 | N/A | N/A | N/A | Government |
| 2013 | N/A | N/A | N/A | Government |
| 2014 | N/A | N/A | N/A | Government |
| 2015 | N/A | N/A | N/A | Government |
| 3001 | N/A | N/A | N/A | Government |
| 3002 | N/A | N/A | N/A | Government |
| 3003 | N/A | N/A | N/A | Government |
| 3004 | N/A | N/A | N/A | Government |
| 3005 | N/A | N/A | N/A | Government |
| 3006 | N/A | N/A | N/A | Government |
| 3007 | N/A | N/A | N/A | Government |
| 3008 | N/A | N/A | N/A | Government |
| 3009 | N/A | N/A | N/A | Government |
| 3010 | N/A | N/A | N/A | Government |
| 3011 | N/A | N/A | N/A | Government |
| 3012 | N/A | N/A | N/A | Government |
| 3013 | N/A | N/A | N/A | Government |
| 3014 | N/A | N/A | N/A | Government |

| | | | | |
|------|-----|-----|-----|------------|
| 3015 | N/A | N/A | N/A | Government |
| 4001 | N/A | N/A | N/A | Government |
| 4002 | N/A | N/A | N/A | Government |
| 4003 | N/A | N/A | N/A | Government |
| 4004 | N/A | N/A | N/A | Government |
| 4005 | N/A | N/A | N/A | Government |
| 4006 | N/A | N/A | N/A | Government |
| 4007 | N/A | N/A | N/A | Government |
| 4008 | N/A | N/A | N/A | Government |
| 4009 | N/A | N/A | N/A | Government |
| 4010 | N/A | N/A | N/A | Government |
| 4011 | N/A | N/A | N/A | Government |
| 4012 | N/A | N/A | N/A | Government |
| 4013 | N/A | N/A | N/A | Government |
| 4014 | N/A | N/A | N/A | Government |
| 4015 | N/A | N/A | N/A | Government |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|---------------|----------|-----------------|-----|
| 0001 | N/A | N/A | N/A | N/A |
| 0002 | N/A | N/A | N/A | N/A |
| 0003 | N/A | N/A | N/A | N/A |
| 0004 | N/A | N/A | N/A | N/A |
| 0005 | N/A | N/A | N/A | N/A |
| 0006 | N/A | N/A | N/A | N/A |
| 0007 | N/A | N/A | N/A | N/A |
| 0008 | N/A | N/A | N/A | N/A |
| 0009 | N/A | N/A | N/A | N/A |
| 0010 | N/A | N/A | N/A | N/A |
| 0011 | N/A | N/A | N/A | N/A |
| 0012 | N/A | N/A | N/A | N/A |
| 0013 | N/A | N/A | N/A | N/A |
| 0014 | N/A | N/A | N/A | N/A |

| | | | | |
|------|-----|-----|-----|-----|
| 0015 | N/A | N/A | N/A | N/A |
| 0016 | N/A | N/A | N/A | N/A |
| 0017 | N/A | N/A | N/A | N/A |
| 1001 | N/A | N/A | N/A | N/A |
| 1002 | N/A | N/A | N/A | N/A |
| 1003 | N/A | N/A | N/A | N/A |
| 1004 | N/A | N/A | N/A | N/A |
| 1005 | N/A | N/A | N/A | N/A |
| 1006 | N/A | N/A | N/A | N/A |
| 1007 | N/A | N/A | N/A | N/A |
| 1008 | N/A | N/A | N/A | N/A |
| 1009 | N/A | N/A | N/A | N/A |
| 1010 | N/A | N/A | N/A | N/A |
| 1011 | N/A | N/A | N/A | N/A |
| 1012 | N/A | N/A | N/A | N/A |
| 1013 | N/A | N/A | N/A | N/A |
| 1014 | N/A | N/A | N/A | N/A |
| 1015 | N/A | N/A | N/A | N/A |
| 2001 | N/A | N/A | N/A | N/A |
| 2002 | N/A | N/A | N/A | N/A |
| 2003 | N/A | N/A | N/A | N/A |
| 2004 | N/A | N/A | N/A | N/A |
| 2005 | N/A | N/A | N/A | N/A |
| 2006 | N/A | N/A | N/A | N/A |
| 2007 | N/A | N/A | N/A | N/A |
| 2008 | N/A | N/A | N/A | N/A |
| 2009 | N/A | N/A | N/A | N/A |

| | | | | |
|------|-----|-----|-----|-----|
| 2010 | N/A | N/A | N/A | N/A |
| 2011 | N/A | N/A | N/A | N/A |
| 2012 | N/A | N/A | N/A | N/A |
| 2013 | N/A | N/A | N/A | N/A |
| 2014 | N/A | N/A | N/A | N/A |
| 2015 | N/A | N/A | N/A | N/A |
| 3001 | N/A | N/A | N/A | N/A |
| 3002 | N/A | N/A | N/A | N/A |
| 3003 | N/A | N/A | N/A | N/A |
| 3004 | N/A | N/A | N/A | N/A |
| 3005 | N/A | N/A | N/A | N/A |
| 3006 | N/A | N/A | N/A | N/A |
| 3007 | N/A | N/A | N/A | N/A |
| 3008 | N/A | N/A | N/A | N/A |
| 3009 | N/A | N/A | N/A | N/A |
| 3010 | N/A | N/A | N/A | N/A |
| 3011 | N/A | N/A | N/A | N/A |
| 3012 | N/A | N/A | N/A | N/A |
| 3013 | N/A | N/A | N/A | N/A |
| 3014 | N/A | N/A | N/A | N/A |
| 3015 | N/A | N/A | N/A | N/A |
| 4001 | N/A | N/A | N/A | N/A |
| 4002 | N/A | N/A | N/A | N/A |
| 4003 | N/A | N/A | N/A | N/A |
| 4004 | N/A | N/A | N/A | N/A |
| 4005 | N/A | N/A | N/A | N/A |
| 4006 | N/A | N/A | N/A | N/A |

| | | | | |
|------|-----|-----|-----|-----|
| 4007 | N/A | N/A | N/A | N/A |
| 4008 | N/A | N/A | N/A | N/A |
| 4009 | N/A | N/A | N/A | N/A |
| 4010 | N/A | N/A | N/A | N/A |
| 4011 | N/A | N/A | N/A | N/A |
| 4012 | N/A | N/A | N/A | N/A |
| 4013 | N/A | N/A | N/A | N/A |
| 4014 | N/A | N/A | N/A | N/A |
| 4015 | N/A | N/A | N/A | N/A |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|--|----------|
| 52.202-1 | Definitions | JUL 2004 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | SEP 2007 |
| 52.204-4 | Printed or Copied Double-Sided on Recycled Paper | AUG 2000 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | SEP 2006 |
| 52.212-4 | Contract Terms and Conditions--Commercial Items | JUN 2010 |
| 52.224-1 | Privacy Act Notification | APR 1984 |
| 52.224-2 | Privacy Act | APR 1984 |
| 52.227-1 | Authorization and Consent | DEC 2007 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | DEC 2007 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.237-3 | Continuity Of Services | JAN 1991 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.244-2 | Subcontracts | JUN 2007 |
| 52.244-5 | Competition In Subcontracting | DEC 1996 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | JAN 2009 |
| 252.204-7000 | Disclosure Of Information | DEC 1991 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7006 | Billing Instructions | OCT 2005 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | DEC 2006 |
| 252.211-7007 | Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry | NOV 2008 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.227-7013 | Rights in Technical Data--Noncommercial Items | NOV 1995 |

| | | |
|--------------|---------------------------------------|----------|
| 252.227-7015 | Technical Data--Commercial Items | NOV 1995 |
| 252.227-7020 | Rights In Data--Special Works | JUN 1995 |
| 252.232-7007 | Limitation Of Government's Obligation | MAY 2006 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |

CLAUSES INCORPORATED BY FULL TEXT

**CONTRACTOR MANPOWER REPORTING (CMR) - (ACCOUNTING FOR CONTRACT SERVICES)
(OCT 2007) (USAMRAA)**

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including sub-contractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil>. The required information includes: (1) Contract Number; (2) Delivery Order Number (If applicable); (3) Task Order Number (If applicable); (4) Requiring Activity Unit Identification Code (UIC); (5) Command; (6) Contractor Contact Information; (7) Federal Service Code (FSC); (8) Direct Labor Hours; (9) Direct Labor Dollars; and, (10) Location. In the event the Contracting Officer's Representative (COR)/Contracting Officer's Technical Representative (COTR) has not entered their data requirements first, the contractor must also enter the COR/COTR required data with the exception of fund cite, obligations, and disbursement data. The CMRA help desk number is 703-377-6199 for any technical questions. As part of its quote or offer, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. The reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.

52.004-4002 Contractor Performance Assessment Reporting System (CPARS) (USAMRAA) (September 2009)

The Contractor Performance Assessment Reporting System (CPARS) has been adopted electronically to capture assessment data and manage the evaluation process. CPARS is used to assess a contractor's performance and provide a record, both positive and negative, on a given contract during a specific period of time. The CPARS Automated Information System (AIS) collection tool and other CPARS information can be accessed at <https://www.cpars.csd.disa.mil>. CPARS collects contractor performance information and passes it to the Federal Past Performance Information Retrieval System (PPIRS) where it can be retrieved by Federal Government Agencies including the DoD Services. The CPARS process is designed with a series of checks and balances to facilitate the objective and consistent evaluation of contractor performance. Both government and contractor program management perspectives are captured on the CPAR form and together make a complete CPAR. The Contractor shall assign and provide to the Contracting Officer's Representative (COR), within 10 calendar days after award, the name, title, email address and phone number of the designated Contractor Representative (CR) within their firm who will be responsible for CPAR information and reviewing the Government's proposed assessment for the period of performance. A User ID and Password for the CPARS will be provided to the designated CR for this purpose of accessing the CPARS. The CR has the authority to: Receive the Government evaluation; Review/comment/return the evaluation to the Government within 30 calendar days after the Government's evaluation is completed; Request a meeting to discuss the CPAR. This meeting must be requested, in writing, no later than seven calendar days from the receipt of the CPAR and must be held during the contractor's 30-day review period. The CR must either concur or nonconcur to each CPAR.

EXPORT CONTRACT ACT COMPLIANCE (DEC 2006) (USAMRAA)

The contractor shall assess the work to be performed in this effort to assure that all actions are in compliance with the Export Administration Regulations, 15 CFR Part 730 (EAR), of the Export Administration Act of 1979, 50 U.S.C. app. 2401-2420 (EAA). Technology listed in the Commerce Control List (CCL), 15 CFR Part 774, of the EAR shall not be exported or exposed to foreign nationals without the written consent of the U.S. Department of Commerce.

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)**ADDENDUM TO 52. 212-1
ADDITIONAL INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS****(1) Date and Time of Receipt of Proposals**

- a. Proposals shall be submitted on the date and time for receipt of the proposals is listed in Block 8 of the Standard Form 1449 to be considered.
- b. Proposals shall be submitted electronically to pamela.nevels@amedd.army.mil.

(2) General Information to the Offerors

- a. Point of contact: Ms. Pamela Nevels (301)619-8802, pamela.nevels@amedd.army.mil (Agency's full address is shown at SF 1449, block 9)
- b. Technical Acceptability: To be technically acceptable, an offeror's proposal must include all data and information required by this section and be compliant with requirements as stated in the solicitation package.

(3) Proposal Instructions

- a. Offerors shall state how the efforts required by the solicitation will be assigned for performance within the offeror's corporate entity and among the proposed subcontractors. The information provided for the prime offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, DUNS Number, and type of work to be performed by citing the applicable Government PWS subparagraph number.
- b. Proposals shall be submitted electronically. The technical and business (cost proposal) parts of the proposal shall be submitted as a separate document. The offeror is required to submit a technical and business proposal that demonstrates the offeror has a clear and full understanding of the requirements as set forth in the Statement of Objectives. The offeror will also provide a Performance Statement of Work Statement that will be incorporated into the resultant contract. The quality of the proposal will be evaluated in the context of being representative of the offeror's products. Data previously submitted, or presumed to be known, e.g. previous projects performed for the Government, cannot be considered as part of the proposal unless physically incorporated therein.
- c. Do not rephrase or restate the Government's requirement. Rather, provide convincing rationale of the methods intended to be used to meet the requirements as set forth in the Performance Work Statement. Assume the Government has no prior knowledge of your experience. With the exception of past performance, the evaluation of the proposals will be based on their content, not on assumptions or other outside knowledge of the offeror.

d. There are six evaluation criteria for award. Five are of a technical nature and one for price. The technical evaluation criteria will be evaluated by studying the technical proposals and other requested documents for past performance. The price will be evaluated by the conducting of a price/cost analysis.

e. This section specifies the format and content that offerors shall use in this Request for Proposal. The intent is not to restrict the offerors in the manner in which they will perform their work but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes. Offerors must submit a proposal that is legible and comprehensive enough to provide the basis for a sound evaluation by the Government. Information provided should be precise, factual, and complete. Legibility, clarity, completeness, and responsiveness are of the utmost importance. Proposals shall be in the form prescribed by, and shall contain a response to, each of the area detailed below. Any proposal which does not provide, as a minimum, that which is required in this solicitation may be determined to be substantially incomplete and not warrant any further consideration. If any section is received past the respective closing date, the entire proposal will be considered late.

Technical Approach and Understanding: The offeror shall demonstrate the soundness of its approach, techniques, methods and processes the offeror plans to use to successfully accomplish the requirements specified in the Statement of Objectives. The offeror's proposal shall provide information regarding their experience in planning, managing, and performing a contract of a same or similar nature or complexity to that described in the solicitation. The offerors proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of the solicitation. The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable and whether the offeror's methods and approach in meeting the requirements in a timely manner provide the Government with a high level of confidence of successful completion. Offerors should add any additional information deemed appropriate to demonstrate their knowledge of the evaluation factor and their capabilities to perform.

Personnel Qualifications: The offeror's proposal shall demonstrate that their proposed personnel have the experience, expertise and qualifications to successfully perform the requirements. This should include any subcontractors or consultants proposed.

If any contingency hires, the offeror shall inform the Government at any time during negotiations if such employees are no longer available. In that case, the offeror shall provide a replacement contingency with equal qualifications.

Program/Project Manager. The offeror shall demonstrate that the proposed Program/Project Manager has the qualifications to oversee the performance and interact with Government personnel to ensure successful performance.

Quality Control Plan. The offeror shall provide a draft quality control plan with their proposal that includes the contractor quality assurance methods and proposed remedies.

Past Performance: Past performance evaluation will examine how the offeror's past performance validates expected performance. The offeror's proposal shall demonstrate performance of services of same or similar nature to that described in the solicitation over the past three (3) years. A contract of a similar nature is a contract of comparable risk – the functions, responsibilities, and control exercised by the offeror are essentially the same as required under the solicitation. The offeror's performance will be evaluated to determine if the services were performed in a timely, professional manner, and in accordance with all contract requirements. The past performance shall specifically identify what that Contractor did wrong in previous contracts and what the offeror did to resolve the problems. The offeror shall provide with the solicitation copies of their past performance evaluations on contracts of a same or similar nature. Each offeror will be assessed for performance risks. Performance risks are those risks associated with the offeror's record of current or past performance.

In addition to the above, the following information should be provided:

Project or contract title;

Contract number, contracting agency, type of contract, and total current dollar value;

Date of contract and period of performance;

Firm or Government agency for which work was performed, including address and telephone number;
Point of contact (Project Manager or Contracting Officer), name, title, address, email, and phone number;
Brief description of how the cited work is the same as or similar to the proposed effort.

Note: Government source selection evaluators will verify past performance information and also may solicit additional recent information from other sources.

Cost/Price Proposal: The offeror shall provide complete pricing for each CLIN in the schedule.

The offeror must be registered in the Central Contractor Registration database at <https://www.bpn.gov/ccr/default.aspx> and shall complete the annual representations and certifications electronically through the Online Representations and Certifications Application (ORCA) at <http://orca.bpn.gov>.

If Contractor is not registered in ORCA, they must complete the Representations and Certifications in FAR clause 52.212-3 and DFARS clause 252.212-7000 and submit with their Business/Cost Proposal.

(4) FILE AND FORMATTING GUIDELINES:

1. The submission should be logically assembled. Each page of your proposal should be clearly identified and should begin at the top of a page. All pages of each should be appropriately numbered and identified by the complete company name, date, and solicitation number in the header/ footer. A Table of Contents should be created using the Table of Contents feature in Microsoft Word.

The following additional features are requested: Each paragraph should be separated by at least one blank line. A standard, 12 point minimum font size applies. New Times Roman font is preferred. Tables and illustrations may use a reduced font size not less than 8 point and may be landscape.

2. File Packaging. None of the files shall be compressed (zipped). Zipped files cannot be opened by the Contracting Office.

3. The proposal shall be virus-free compatible with Microsoft Office 2003 applications.

(5) SUBMISSION OF QUESTIONS: All questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative via the email address below **no later than 20 September 2010 at 12:00 PM Eastern Standard Time (EST):**

Name: Pamela E. Nevels, Contracting Officer

E-mail: Pamela.nevels@amedd.army.mil

Address (must be complete on all transmittals):

U.S. Army Medical Research Acquisition Activity (USAMRAA)
ATTN: MCMR-AAA-R/ W81XWH-10-R- (Ms. Pamela Nevels)
820 Chandler Street
Fort Detrick, MD 21702-5014

The Government will answer all relevant and appropriate questions regarding this solicitation. Questions the Government may have otherwise answered may not be answered if submitted too late to permit transmittal to all potential offerors reasonably in advance of the due date. Questions not submitted electronically may not be answered. Answers to all relevant and appropriate questions will be issued via amendment to this solicitation.

(6) SINGLE AWARD: A single award will be made for all CLINs.

(7) AWARD WITHOUT DISCUSSIONS: The Contracting Officer reserves the right to award without discussions, so offerors should submit their best terms from a price and technical standpoint with their initial offer. In the event discussions are necessary, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit efficient competition among the most highly rated proposals.

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and

commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

The Government reserves the right to reject any or all proposals, award no contract depending on the quality of proposals submitted and the availability of funds, award to other than the lowest priced offer, waive informalities and minor irregularities in offers received and make award without discussions. Technical approach is more important than Personnel Qualifications, Past Performance and costs combined. Personnel Qualifications is more important than Past Performance and Cost combined. Past Performance is more important than Cost.

1. The Proposals will be evaluated on the basis of best overall value to the government. The following evaluation criteria will be used and are listed in the order of importance:

- a. Technical approach.

- 1) The offeror's approach must be sound and demonstrate that the contractor has a thorough understanding of The Army's Bi-Directional Secure Messaging System (mCare), also known as the Tele-Traumatic Brain Injury (Tele-TBI) Cell Phone Initiative, requirements and existing capabilities. The offerors must clearly demonstrate their capability to meet Defense Information Assurance Certification and Accreditation Process (DIACAP) requirements. The offeror must also provide a plan of action that clearly details their capability to provide HIPAA compliant secure connections between patients and providers. The offeror's plan should clearly address their capability with regard to security, training, system functionality, user interfaces for patients and providers, system customization and patient reimbursement for additional phone services as part of their offer.

- 2) Personnel Qualifications. The offeror shall demonstrate that proposed personnel have the experience, expertise and qualifications to successfully perform the requirements of the PWS.

- 3) Program/Project Manager. The offeror shall demonstrate that the proposed Program/Project Manager must have the qualifications to oversee the performance and interact with the Government personnel to ensure successful performance of the requirements of the PWS.

4) Quality Control Plan. The offeror shall provide a draft quality control plan with their proposal. Plan shall include contractor quality assurance methods and proposed remedies.

The following adjectival ratings will be used to evaluate each Technical Proposal submitted in response to this solicitation:

Outstanding – A proposal that satisfies all the Government’s requirements with extensive detail to indicate feasibility of the approach and shows a through understanding of the problems and offers numerous significant strengths, which are not offset by weaknesses, with an overall low degree of risk in meeting the Government’s requirements.

Good- A proposal that satisfies all the Government’s requirements with adequate detail to indicate feasibility of the approach and shows an understanding of the problems and offers some significant strengths or numerous minor strengths which are not offset by weaknesses, with an overall low to moderate degree of risk in meeting the Government’s requirements.

Acceptable- A proposal that satisfies all of the Government’s requirements with minimal detail to indicate feasibility of the approach and shows a minimal understanding of the problems, with an overall moderate to high degree of risk in meeting the Governments requirements.

Unacceptable- A proposal that contains major error(s), omissions(s) or deficiency (ies) that indicate a lack of understanding of the problems or an approach that cannot be expected to meet requirements or involves a very high risk, and none of these conditions can be corrected without a major rewrite or revision of the proposal.

b. Past Performance/Performance Risk: Performance risk is something that both the Government and the offerors want to keep at a level that is appropriate for the acquisition. Past performance analysis provides insight into the offeror’s probability of successfully completing the solicitation requirements based on the offeror’s performance record on similar contract efforts. The offeror shall provide a narrative of successful performance within the last 3 years to DOD, federal, state, local Government or commercial entities. The information shall include the name of the Organization, Address, Point of contact, Contract number and/or description of services, period of performance and the relevance to the requirements of this solicitation.

Past Performance will be evaluated using the following adjectival ratings:

Low Risk- Little doubt exists, based on the Offeror’s performance record, that the Offeror can perform the proposed effort.

Moderate Risk- Some doubt exists based on the Offeror’s performance record, that the Offeror can perform the proposed effort.

High Risk- Significant doubt exists based on the Offeror’s performance record, that the Offeror can perform the proposed effort.

Unknown Risk- Little or no relevant performance record identifiable; equates to an unknown risk rating having no positive or negative evaluation significance.

c. Cost/Price. The Government will evaluate the offerors overall cost to perform the services in the PWS. The Contractor’s proposal shall include all costs associated with the performance. Cost/Price may become the deciding factor as proposals are determined to be technically equal.

d. Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option

prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

e. A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (AUG 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision --

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

(Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.

| |
|-------|
| _____ |
| _____ |
| _____ |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____ | _____ |
| — | — |
| _____ | _____ |
| — | — |
| _____ | _____ |
| — | — |

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

| Line Item No. |
|---------------|
| _____ |
| — |
| _____ |
| — |
| _____ |
| — |

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____ | _____ |
| — | — |
| _____ | _____ |
| — | — |
| _____ | _____ |
| — | — |

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____ | _____ |
| — | — |
| _____ | _____ |
| — | — |
| _____ | _____ |
| — | — |

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) () Have, () have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Product

| Listed End Product | Listed Countries of Origin: |
|--------------------|-----------------------------|
| . | . |
| . | . |
| . | . |

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

() (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror () does () does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

() (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror () does () does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other -----.

(5) Common parent.

() Offeror is not owned or controlled by a common parent;

() Name and TIN of common parent:

Name -----.

TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

 (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

 X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

 (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

 (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 (8) [Reserved].

 (9)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-6.

 (iii) Alternate II (MAR 2004) of 52.219-6.

- ☐ (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (OCT 1995) of 52.219-7.
- ☐ (iii) Alternate II (MAR 2004) of 52.219-7.
- ☒ (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (12)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2010) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (OCT 2001) of 52.219-9
- ☐ (iii) Alternate II (OCT 2001) of 52.219-9.
- ☐ (iv) Alternate III (JUL 2010) of 52.219-9.
- ☒ (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ☐ (14) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ☐ (16) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☒ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- ☒ (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ☒ (20) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ☒ (21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- ☒ (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

☒ (23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

☒ (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

☒ (25) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

☒ (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

☒ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

☐ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423) .

☐ (ii) Alternate I (DEC 2007) of 52.223-16. .

☐ (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

☐ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

☐ (ii) Alternate I (JAN 2004) of 52.225-3.

☐ (iii) Alternate II (JAN 2004) of 52.225-3.

☐ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

 (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

 (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

 (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

 (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 X (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

 (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

 (41) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

 (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

 (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

 (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

 (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

 (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

 X (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) Reserved.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days of the expiration of the period of performance.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration date of the period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2010)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

X 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1) X 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).
- (2) X 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (3) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).
- (4) 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).
- (5) 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).
- (6) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (7) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8) X 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).
- (9) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (10) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (11) (i) 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) Alternate I (SEP 2008)
- (12) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (14)(i) 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) Alternate I (JUL 2009) of 252.225-7036.
- (15) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16) 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (17) X 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (18) X 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) Alternate I (MAR 2000) of 252.247-7023.

(iii) Alternate II (MAR 2000) of 252.247-7023.

(iv) Alternate III (MAY 2002) of 252.247-7023.

(24) X 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

PROTECTION OF GOVERNMENT-PROVIDED COMMUNICATIONS SYSTEMS AND OTHER RESOURCES (DEC 2006)(USAMRAA)

The Contractor acknowledges its obligation to protect Government-provided communications systems, and other Government-provided resources, from misuse by its employees. Contractor employees shall not use Government communications systems, or other resources, for unauthorized purposes, such as, but not limited to, those discussed in the Joint Ethics Regulation, DoD 5500.7-R, Paragraphs 2-301a and 2-301b. Upon discovery of such misuses, the Government shall have the sole contractual right to have any such offending Contractor employee removed from the Government contract without any reduction of, or delay in, the Contractor's performance or delivery obligations.

ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (MAR 1999) (USAMRAA)

- a. It is recognized by the parties hereto that the effort performed by the contractor under this contract is of a nature that it creates a potential organizational conflict of interest as is contemplated under the FAR Subpart 9.5.
- b. In the performance of this contract, the contractor may have access to data which is procurement sensitive or is proprietary to other companies, Government consultants or advisors, or the Government. The contractor agrees that he will not utilize such procurement sensitive or proprietary data in performance of future competitive contracts, for studies in the same field, procured either through sealed bids or competitive negotiations. The contractor further agrees not to act as a subcontractor or consultant to any other prime contractor or subcontractor seeking to utilize such data.
- c. The contractor will include the provisions of paragraphs a and b in every first tier subcontract for performance of any portion of this requirement.
- d. This clause shall have effect from _____ to _____.

KEY PERSONNEL (MAR 1999) (USAMRAA)

- a. The Contractor agrees to utilize the following Key Personnel on this contract:

Program/Project Manager

- b. The above Key Personnel shall be utilized as necessary to fulfill the requirements of this contract.
- c. The offerer must provide thorough and detailed documentation of the experience, abilities, and background for Key Personnel under this contract in the form of resumes or equivalent statements of qualifications. Such documentation should include but not be limited to: name, curriculum vitae, type and description of experience.
- d. The contractor agrees that during the contract performance period substitution for Key Personnel shall not be permitted unless such substitution is necessitated by sudden illness, death, or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (e) below.
- e. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution(s), a complete resume for the proposed substitute(s), and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution(s). All proposed substitutes shall have qualifications that are equal to or higher than the qualifications of the person to be replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof.
- f. If any of the listed Key Personnel are subcontractor personnel, the contractor shall include the substance of this clause in any subcontract which he awards under this contract.

ARMY ELECTRONIC INVOICING INSTRUCTIONS (FEB 2006)

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

_____ Wide Area Workflow (WAWF) (see instructions below)

_____ Web Invoicing System (WInS)(<https://ecweb.dfas.mil>)

_____ American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats
(<http://www.X12.org> and <http://www.dfas.mil/ecedi>)

_____ Other (please specify)_____

DFAS POC and Phone:_____

WAWF is the preferred method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

WAWF Instructions

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) [Contracting Office fill in DFAS location here as indicated on your purchase order/contract] at [Contracting Office fill in DFAS vendor pay phone number here] or faxed to [Contracting Office fill in DFAS vendor pay fax phone number here]. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/money/vendor>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

TYPE OF DOCUMENT [Check the appropriate type)

_____ Commercial Item Financing

_____ Construction Invoice (Contractor Only)

_____ Invoice (Contractor Only)

_____ (Invoice and Receiving Report COMBO)

_____ Invoice as 2-in-1 (Services Only)

_____ Performance Based Payment (Government Only)

_____ Progress Payment (Government Only)

_____ Cost Voucher (Government Only)

_____ Receiving Report (Government Only)

_____ Receiving Report With Unique Identification (UID) Data (Government Only)

UID is a new globally unique 32-bit part identifier containing data elements used to track DoD parts through their life cycle.

_____ Summary Cost Voucher (Government Only)

CAGE CODE: [Enter Contractor Cage Code here]

ISSUE BY DODAAC: [Enter Contracting Office DODAAC here]

ADMIN BY DODAAC: [Enter office administering contract here]

INSPECT BY DODAAC: [Enter Inspector's DODAAC here if applicable]

ACCEPT BY DODAAC: [Enter Acceptor's DODAAC here if applicable]

SHIP TO DODAAC: [Enter Ship to DODAAC(s) here]

LOCAL PROCESSING OFFICE DODDAC: [Enter LPO DODAAC here if applicable]

PAYMENT OFFICE FISCAL STATION CODE: [Enter Fiscal Station CODE]

EMAIL POINTS OF CONTACT LISTING: (Use Group e-mail accounts if applicable)

INSPECTOR: [Enter Inspector's email address here]

ACCEPTOR: [Enter Acceptor's email address here]

RECEIVING OFFICE POC: [Enter receiving office POC email address here]

CONTRACT ADMINISTRATOR: [Enter Contract Administrator's email address here]

CONTRACTING OFFICER: [Enter Contracting Officer's email address here]

ADDITIONAL CONTACT: [Enter email address(es) here]

For more information contact [Enter Contract Specialist's and/or Contracting Officer's name, email and phone here]

STATEMENT OF OBJECTIVES

Performance Work Statement

Bi-Directional Secure Messaging System (mCare) Support Services

1.0 SCOPE OF WORK: The Army's Bi-Directional Secure Messaging System (mCare) is a cell phone project, also known as the Tele-Traumatic Brain Injury (Tele-TBI) Cell Phone Initiative. It provides designated AMEDD Regional Medical Commands (RMC) and Community Based Warrior in Transition Units (CBWTU) with secure messaging services directly to the personal cell phones of Warriors-in-Transition. This allows authorized Army medical Department personnel to provide appointment reminders, health and wellness tips, unit announcements and questionnaires directly to the soldiers. The mCare project is conducting this effort with a formal research study that is being conducted at five sites: CBWTU-AL (Atlanta), CBWTU-FL (Florida), CBWTU-IL (Illinois), CBWTU-MA (Massachusetts) and CBWTU-VA (Virginia). Software enhancements to the existing technology platform and support services are needed to support this research effort through the next phase of the evaluation.

2.0. BACKGROUND: The Office of the Surgeon General (OTSG) and the Medical Command (MEDCOM) Headquarters, also known as One Staff has undertaken efforts to improve and streamline its project management functions in a wide range of business areas. These functions include: management of human capital, governance of information technology (IT) resources, performance improvement, communications, business process re-engineering, automation, and integration, information systems integration, project management, budget, human resources, implementation of strategies, business processes, initiatives, plans, projects, reorganizations, etc. MEDCOM's Health Policy & Services (HP&S), PTSD-TBI/BH Integration (PTBI), Proponency Office for Rehabilitation and

Reintegration (PR&R) and TATRC staff are synchronizing ongoing and future Tele-TBI initiatives, including mCare.

3.0 REQUIREMENT: The Contractor shall provide mobile device application development, licensing and support services to the Army's existing bi-directional secure messaging system initiative.

4.0 TASKS: The Contractor will provide the following tasks:

- a. Upgrade the existing Army bi-directional secure messaging system with a revised version of server and mobile device (aka wallet) software.
- b. Expand the existing Army bi-directional secure messaging system with a secure SMS based transaction capability for patients.
- c. Enhance the existing Army bi-directional secure messaging system with a revised graphic user interface for end users (i.e. patients)
- d. Enhance the existing Army bi-directional secure messaging system with support for expanded devices on Tier 1 and Tier 2 Wireless carriers.
- e. Provide training for both technical and training personnel within the Army who are engaged with the existing Army bi-directional secure messaging system.
- f. Provide support services for the reimbursement of patient wireless service costs for an evaluation of the existing Army bi-directional secure messaging system.
- g. Provide support services for the technical staff assigned to the Army's bi-directional secure messaging system with access to applications that simulate the performance of the mobile device (aka wallet) application on commercially available wireless phones.
- h. Provide consulting support services to determine the level of effort for the integration of the Army's bi-directional secure messaging system with other military health services initiatives.
- i. Provide additional end user licenses for the Army's existing bi-directional secure messaging system as required.

5.0 LEVEL OF EFFORT: The Government estimates a level of effort (LOE) for this requirement as shown in the Contract Line Item Numbers (CLINS) for twelve-months based on a man-year of 1920 hours (Government Standard). The hours stated are estimates only. The contractor shall propose the appropriate LOE based on their individual proposal to meet their technical approach for accomplishing all performance objectives/standards set forth in Paragraph 4 above.

- a. The estimated level of effort in the base year of this contract for task 4a would not exceed a platform revision for an existing 10,000 user license for both the existing server and mobile device (aka wallet) software. This would include successful registration of the platform revision with all Tier 1 wireless carriers within the continental United States (CONUS).
- b. The estimated level of effort for the base year of this contract for task 4b would not exceed 1,000 mobile device end users (i.e. patients). This would include successfully registration of the SMS based transaction capability with all Tier 1 wireless carriers within the continental United States.
- c. The estimated level of effort for the base year of this contract for task 4c includes expanded capabilities for mobile phone end user (e.g. patient) data inputs and visual cues for new messaging from the application icon through to the internal menus of the interface.

- d. The estimated level of effort for the base year of this contract for task 4d would not exceed 10 new Tier 1 wireless carrier devices and 10 new Tier 2 wireless carrier devices.
- e. The estimated level of effort for the base year of this contract for task 4e would not exceed a 4 day technical course and a 5 day training course. Both training events would support up to 4 participants at the contractor's training location.
- f. The estimated level of effort for the base year of this contract for task 4f is based on the number of participants in the evaluation period would be limited to 400 patients for 9 months.
- g. The estimated level of effort for the base year of this contract for task 4g would be limited to 2 end users accessing a mobile device simulation system on a random basis, as required.
- h. The estimated level of effort for the base year of this contract for task 4h would not exceed a total of 150 man hours.
- i. The estimated level of effort for the base year of this contract for task 4g would be zero.
- j. Services must adhere to standards of practice set forth by the U.S. Army and relevant federal, state, and local laws.
- k. Contractor must demonstrate sound professional judgment and highest ethical standards in executing contract responsibilities.
- l. Contractor shall wear professionally appropriate civilian apparel and wear appropriate Contractor Photo ID badge when working on-site.

6.0. SERVICE OPTIONS: The Government may need to increase these requirements based on the success of this program and as directed by the OTSG. The contractor shall provide a quote to increase the services by 20% and also provide a quote to include a Clinical Nurse for the program. The specific requirements will be identified at the time of Option exercise.

7.0 DELIVERABLES: The contractor shall provide all deliverables identified in this Section and Section 9 of this PWS. Additionally, the contractor shall provide a Monthly Status Report describing activities of those assigned to the project, problems encountered, actual or recommended corrective action and a summary of funding activity. The USA MRMC TATRC Functional Representative will review all deliverables.

| Deliverable | Frequency | Medium/Format | Submit to |
|--|--|---|-------------------------------------|
| Kick Off Meeting | Within 20 business days of contract award | Teleconference | C COR and Functional Representative |
| Monthly Status Report | 15th business day of each month for the contract period of performance (POP) | Electronically in MS Word, Excel, or PowerPoint | COR and Functional Representative |
| Revised Version of Server and Mobile Device (aka | Within 60 business days of contract award | Electronically | COR and Functional |

| | | | |
|---|---|---|-----------------------------------|
| Wallet) software | | | Representative |
| Secure SMS based transaction software | Within 60 business days of contract award | Electronically | COR and Functional Representative |
| Enhanced graphical user interface for end users | Within 60 business days of contract award | Electronically | COR and Functional Representative |
| Expansion of wireless device support for Tier 1 and 2 providers | Within 180 business days of contract award | Electronically | COR and Functional Representative |
| Conduct training events for technical and technical personnel | Within 180 business days of contract aware | In Person/Electronic Certificates of Training provided to COR | COR and Functional Representative |
| Reimbursement of wireless costs to end users | Monthly | Payments mailed to end users/ transactions reported to COR Electronically | COR and Functional Representative |
| Access to mobile device simulation software | Monthly | Electronically | COR and Functional Representative |
| Consulting Services | Monthly, as required | Teleconference/Electronically | COR and Functional Representative |
| Option Transition Plan | Two weeks before the end of the period of performance | Electronically in MS Word, Excel, or PowerPoint | COR and Functional Representative |

7.0 GOVERNMENT PROPERTY:

- a. The Contractor shall comply with all Government property requirements and regulations as necessary.
- b. The Government shall furnish all DOD Regulations, forms, and resource files necessary to comply with this PWS.
- c. The Government shall not be responsible in any way for damage to the contractor's supplies, materials, equipment, or the contractor's employees' personal belongings due to fire, theft, accident, or other disaster.
- d. The government shall retain unlimited rights (See DFARS 252.227-7013 and 7014) to the software and technical data developed under this contract that are not otherwise designated as "works" by the Contracting Officer, with "works" as defined in DFARS 252.227-7020.

- e. The license for the software necessary for performance of the work will be transferred to the government, upon request, at no additional cost.
- f. Contractor shall provide their employee with a photo ID badge on contract award or employment start date as specified in Section 15 of this PWS.

8.0 TRAVEL:

- a. Local Travel: Contractor is estimated to travel within a 50-mile radius of installations within region of work facility.
- b. Long Distance Travel: Determined based on in process reviews, site initiations, conference, training and briefing demands/availability to represent the Interstate compact.
- c. There are no travel requirements for this performance work statement. However, if local travel over 50 miles or long distance travel is required the contractor will be reimbursed at mileage and per diem rates authorized by GSA and Joint Travel regulations (JTR).

9.0 PERIOD OF PERFORMANCE: The period of performance will be a 12-month period beginning on the date of contract award.

- a. This requirement includes options to extend this effort for four additional years. The term of this effort shall not exceed five years.
- b. The Contractor must provide a 30 day transition period in the event that the Government requirement changes and this requirement must be recompeted at the end of a period of performance.
- c. If the government exercises the transition Option, the Contractor will prepare and submit their Transition Plan to the COR two weeks prior to the end of the base period of performance. The Contractor will execute the Plan to facilitate a smooth and orderly transition of services covered in this PWS.
- d. The contract period may also be extended in accordance with FAR 52.217-8 for up to 6-months.

10.0 PLACE OF PERFORMANCE: Work associated with this contract will be performed primarily off site at the contractor's facilities.

11.0 SECURITY REQUIREMENTS: The contractor is responsible for safeguarding information of a confidential or sensitive nature. Failure to safeguard any privileged information which may involve the contractor or the contractor's personnel or to which they may have access may subject the contractor and/or the contractor's employees to criminal liability under Title 18, section 793 and 7908 of the United States Code. Provisions of the Privacy Act apply to all records and reports maintained by the contractor. All programs and materials developed at government expense during the course of this contract are the property of the government. Contractor personnel shall be required to obtain and maintain security badges and adhere to the security requirements of the installation. Failure to safeguard any privileged information which may involve the contractor or/or the contractor's personnel or to which they may have access may subject the contractor and/or contractor's personnel to criminal liability under Title 18, section 793 and 7908 of the United States Code. Provisions of the Privacy Act apply to all records and reports maintained by the contractor.

12.0 SECURITY CLEARANCE: Access to patient records will not be required for this work effort.

13.0 COMMON ACCESS CARD. SecArmy memorandum dated 28 January 2006 on Contractor Verification System (CVS) Implementation provides guidance and instructions for the implementation of the CVS Army-wide. IAW that guidance, the authorizing official (Contracting Officer Representative (COR)), Contracting Officer Technical Representative (COTR), Contracting Officer, or other approving officials, the contractor's sponsor, approves issuance of the CAC through the automated CVS system. The Functional Representative identified in this task order is the designated Trusted Agent (TA). Further delegation of that authority is determined at the

installation level. The contractor's CVS applications under this task order should clearly cite the contract and task order numbers identified on the DD Form 1155 for this task order.

14.0 PERSONNEL QUALIFICATIONS: Contractor associated with this PWS shall be able to effectively and appropriately enhance the existing bi-directional secure messaging system and interface and communicate with civilian and military personnel at all levels.

a. General:

- 1) Authorized to expand and enhance the existing bi-directional secure messaging system (mCare) without violating any COTS patent or licensure agreements.
- 2) Experience in successfully obtaining approval to operate the application over Tier 1 and Tier 2 wireless networks in CONUS
- 3) Documented third party testing of the security of the mobile device software applications.
- 4) Advises on security and technical issues.

b. Desired qualifications for the contractor team members include:

- 1) Experience and Educational background in Mobile Device Applications
- 2) Experience and Educational background in Information Security
- 3) Experience in HIPAA standards
- 4) Experience in secure mobile transactions
- 5) Experience with mobile device interface enhancements
- 6) Experience in training staff and end users in mobile health applications

15.0 QUALITY ASSURANCE. The Contractor shall develop and maintain an effective quality control program in accordance with their approved Management Oversight Plan (MOP) to ensure that services are performed in accordance with the PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractors' quality control program is the means by which they assure themselves that their work complies with the requirement of the contract. As a minimum, the contractor shall develop quality control procedures that address the areas identified in the Performance Requirements Summary (PRS).

a. Monthly Reports. The Contractor shall provide monthly status reports of activities performed each month in accordance with the PWS. Monthly reports will be submitted to the COR by the 10th of the month for the previous month performance.

b. Customer Survey/Feedback Form. The Contractor shall develop and provide a customer feedback form to provide feedback to the COR and to facilitate process improvements.

16.0 PERFORMANCE ASSESSMENT. The Government will evaluate the contractor's performance under this contract in accordance with the Performance Requirements Summary. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards identified in the PRS will be measured, the frequency of the surveillance, and the maximum acceptable defect rate(s) and by whom.

Performance Requirements Summary Table

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The Minimum Acceptable Standards (MAS) are critical to mission success since they describe minimum thresholds for success. The government will apply the MAS to the Performance Objectives to insure that the quality of the service meets expectations and needs.

| Performance Objective | Performance Standard – Minimum Acceptable Standard (MAS) | Surveillance Method | Government Remedies |
|--|--|--|---|
| Providing software to seamlessly upgrade of the existing server and end user | Deadlines are met on time 95% of the time | Review monthly reports Feedback from system | Positive and negative evaluation will be documented |

| | | | |
|---|---|---|---|
| mobile (aka wallet) software from version 3.5 to 4.0. PWS paragraph 4a. | <p>Software conversion is accurate 95% of the time</p> <p>Upgrade is useful and supports project goals</p> | administrators, site super users, clinical personnel and patients | in a past performance report database and/or a reduction in invoice billings. |
| Delivery of a secure SMS transaction based delivery system to enhance the existing bi-directional communications. PWS paragraph 4b. | <p>Deadlines are met on time 95% of the time</p> <p>New platform is useful and contributes to project goals</p> | <p>Review monthly reports</p> <p>Feedback from system administrators, site super users, clinical personnel and patients</p> | Positive and negative evaluation will be documented in a past performance report database and/or a reduction in invoice billings. |
| Enhancement of the existing system with a revised graphical user interface for end users. PWS paragraph 4c. | <p>Deadlines are met on time 95% of the time</p> <p>New interface is useful and relevant to patients and contributes to project goals</p> | <p>Review monthly reports</p> <p>Feedback from system administrators, site super users, clinical personnel and patients</p> | Positive and negative evaluation will be documented in a past performance report database and/or a reduction in invoice billings. |

Performance Requirements Summary Table, continued

| Performance Objective | Performance Standard – Minimum Acceptable Standard (MAS) | Surveillance Method | Government Remedies |
|--|--|--|--|
| Expansion of message system support to new Tier 1 and 2 wireless devices. . PWS paragraph 4d. | Deadlines are met on time 95% of the time New device support is useful and contributes to project goals | Review monthly reports Feedback from system administrators, site super users, clinical personnel and patients | Positive and negative performance will be documented in a past performance report database and/or a reduction in invoice billings. |
| Assist in the training of designated personnel on the technical and training of the messaging platform. . PWS paragraph 4f. | Deadlines are met on time 95% of the time Support is useful and contributes to project goals | Review monthly reports Feedback from system administrators and site super users | Positive and negative performance will be documented in a past performance report database and/or a reduction in invoice billings. |
| Provide access to mobile device simulation systems to assess the applications performance on a number of mobile devices. PWS paragraph 4g. | Deadlines are met on time 95% of the time Support is useful and contributes to project goals | Review monthly reports Feedback from system administrators and site super users | Positive and negative performance will be documented in a past performance report database and/or a reduction in invoice billings. |